

STATE OF IOWA ex rel.
THOMAS J. MILLER,
ATTORNEY GENERAL OF IOWA
99AG25112.

y.

JAMES SHORES.

and,

MELISSA REUTER.

Respondents.

Equity No. CE 67193

**APPLICATION TO ENFORCE
CIVIL INVESTIGATIVE
SUBPOENAS**

The State of Iowa ex rel. Attorney General Thomas J. Miller, through Special Assistant Attorney General William L. Brauch and Assistant Attorney General Jessica Whitney, in support of this Application states as follows :

1. Thomas J. Miller is the Attorney General of the State of Iowa, and is expressly authorized by 2009 Iowa Code Supplement § 714.16(6) and Iowa Code § 537.6106(3) to bring this action on behalf of the State of Iowa. The Attorney General is the Administrator of the Iowa Consumer Credit Code, Iowa Code chapter 537. *See* Iowa Code § 537.6103.

2. Washington Boulevard Rebuilders (“Rebuilders”) is a business entity located at 1321 S. Washington Boulevard, Camanche, IA 5270, that has engaged in the sale, lease and advertisement of

merchandise in the State of Iowa including motor vehicles, and in the extension of credit and collection of debts in the state of Iowa. Rebuilders was previously a licensed auto dealership, but no longer holds any license from the Iowa Department of Transportation ("IDOT"), nor has Rebuilders filed any paperwork or articles of incorporation with the Iowa Secretary of State.

3. James Shores ("Shores") is a resident of Camanche, Iowa, with a home residence of 133 Cedar Heights, Camanche, IA 52730. He regularly transacts business in Iowa and is the last known owner of Rebuilders. He has personally engaged in the sale, lease or advertisement of merchandise in the state of Iowa, including motor vehicles, and in the extension of credit and collection of debts in the state of Iowa.

4. Melissa Reuter ("Reuter") is a resident of Clinton, Iowa, with a home residence of 220 Ruth Place, Clinton, IA 52732. She goes by the first name of Lisa. She regularly transacts business in Iowa and is an employee of Rebuilders. She has signed paperwork and motor vehicle title applications and related documents on behalf of Rebuilders. She has personally engaged in the sale, lease or advertisement of merchandise in the state of Iowa, including motor vehicles, and in the extension of credit and collection of debts in the state of Iowa.

5. Venue is proper in Polk County pursuant to Iowa Code § 714.16(6).

FACTUAL BACKGROUND

6. The Attorney General is investigating whether Rebuilders, Shores and Reuter violated the Iowa Consumer Credit Code, Iowa Code chapter 537, and the Iowa Consumer Fraud Act, 2009 Iowa Code Supplement § 714.16, in connection with their sales of used motor vehicles and their consumer credit and debt collection practices in the State of Iowa in connection with certain of those

sales, and in connection with personal loans they made to borrowers.

7. On or about July 24, 2009 IDOT Investigator Stacey Rockwell ("Investigator Rockwell") provided the Attorney General's office information in the form of motor vehicle enforcement complaints and other documents regarding the sale of vehicles and issuance of consumer loans by Rebuilders and Shores. Investigator Rockwell requested that the Attorney General's Office review the repossession and loan practices of Rebuilders and Shores. Attached hereto as Exhibits 9, 10, and 11 are true and correct copies of the complaints received from Investigator Rockwell.

8. On July 27, 2009, Attorney General Investigator Holly Merz ("Investigator Merz") began investigating Shores and Rebuilders. *See Affidavit of Investigator Holly Merz* attached hereto as Exhibit 1.

9. Investigator Merz began examining automobile titles either in the name of Rebuilders and Shores or with liens placed upon the titles by the same. In doing so, Investigator Merz discovered that in addition to Shores, Reuter's name appeared on motor vehicle title applications and related documents on behalf of Rebuilders.

10. The IDOT complaints revealed that Rebuilders, Shores, and Reuter were holding themselves out as a licensed auto dealer despite the lack of any form of licensure or even incorporation.

11. The IDOT complaints further revealed that Rebuilders, Shores, and Reuter in addition to selling cars without a dealer's license, were financing high interest personal loans without any license.

12. Based on the information summarized in the *Affidavit of Investigator Merz*, and the consumer complaints received by the IDOT, the Attorney General has reason to believe that Rebuilders, Shores and Reuter had violated and are violating the Iowa Consumer Fraud Act, 2009

Iowa Code Supplement § 714.16, by selling motor vehicles without a license and failing to disclose to consumers who purchased from them that the business was not lawfully licensed to sell motor vehicles in Iowa, by deceptively holding themselves out as being a licensed motor vehicle dealership, by failing to disclose that the interest rates they were imposing in auto and personal loans were at unlawfully high rates of interest and by engaging in unfair debt collection practices.

13. Based on the information summarized in the *Affidavit of Investigator Merz* and the consumer complaints received by the IDOT, the Attorney General has reasonable cause to believe that Rebuilders, Shores and Reuter have violated and are violating the Iowa Consumer Credit Code, Iowa Code chapter 537, by engaging in consumer lending without filing notification with the office of the Attorney General as required by Iowa Code chapter 537, by imposing finance charges in excess of the legal limit, by failing to be a licensed lender to make consumer loans exceeding certain rates of interest, by failing to provide truth-in-lending disclosure statements to borrowers, and by engaging in unlawful debt collection practices.

Subpoena 2181

14. On February 12, 2010 the Attorney General, through the assistance of Investigator Rockwell, served a civil subpoena 2181 on Rebuilders pursuant to Iowa Code § 537.6106 and 2009 Iowa Code Supplement § 714.16(4), by personal service. Attached hereto as Exhibits 2 and 3 are true and correct copies of civil subpoena 2181 and proof of service of the subpoena.

15. The subpoena required Rebuilders to produce copies of certain specified documents to Investigator Merz by February 26, 2010 . The subpoena requested all documents concerning financing of motor vehicles, all documents involving the extension of personal loans, and copies of titles to any

motor vehicle in the possession of Rebuilders, Shores, or Reuter.

16. On February 23, Reuter called Assistant Attorney General Whitney, informed her she would be compiling the response for Rebuilders and requested an extension to answer the subpoena for all parties. Reuter noted the fact that there was a large volume of documents and that Shores was undergoing cancer treatment and not in the office regularly. Assistant Attorney General Whitney gave Reuter until March 5, 2010 to produce all requested documents.

17. On March 10, 2010 Rebuilders had still not produced any documents in response to the subpoena. Assistant Attorney General Whitney talked with Reuter that day. Reuter claimed she had most of the documents ready to go, but could not find some of the motor vehicle sales contracts. Assistant Attorney General Whitney told Reuter to produce all the documents she had gathered and to draft a letter indicating which documents were missing and which documents she did not have time to gather.

18. On March 15, 2010, Assistant Attorney General Whitney went on maternity leave. At that time Reuter had not produced the promised partial response nor a letter detailing her missing documents.

19. On April 6, 2010 Investigator Merz called Reuter. Reuter informed Investigator Merz that she had gathered the documents responsive to the subpoena and given them to Shores to mail to our office. Investigator Merz did not receive any documents from Shores or Reuter.

20. As of the date of the filing of this Application to Enforce, Rebuilders, Shores and Reuters have failed to provide a written response to the Attorney General's civil subpoena 2181.

Civil Subponea 2191

21. On June 1, 2010 the Attorney General served Civil Subpoena 2191 on Shores pursuant to Iowa Code § 537.6106 and 2009 Iowa Code Supplement § 714.16(4) by personal service. Attached hereto as Exhibits 4 and 5 are true and correct copies of civil subpoena 2191 and proof of service of the subpoena.

22. The subpoena required Shores to produce copies of certain specified documents to Investigator Merz within 14 days following service of the subpoena upon him.

23. On June 16, 2010, Shores produced to the Attorney General's Office a limited response to Subpoena 2191. Special Assistant Attorney General Bill Brauch attempted several times to obtain a full and complete subpoena response from Shores, including through several telephone conversations with Shores' attorney, Richard Farwell, and through a letter he directed to Mr. Farwell, dated July 28, 2010, attached hereto as Exhibit 12. Mr. Farwell responded to Mr. Brauch's July 28 letter in a telephone message he left on Mr. Brauch's office voicemail on August 13, 2010, stating that Shores said he had no further documents to provide in response to the subpoena.

24. Shores provided the following in response to Subpoena 2191, with no explanation as to which production number the documents corresponded:

- a. 164 Original repair invoices from 1/3/08 through 6/22/10.
- b. Copies of 3 Buyer's Guide forms.
- c. Copies of 40 Certificates of Titles (many front-only) from 5/15/95 through 6/8/10.
- d. Copies of 7 Affidavit of Foreclosure Sale Documents from 2/25/08 through 1/5/09.

25. Included with the produced documents was a typed note signed by Shores stating the following:

I Know (sic) I owe for sales taxes on my vehicle repair bills. The reason for this is I was planning to sell the business to another person who applied for a tax number for the

business. There (sic) finance (sic) fell through I was a partner with a old tax number (1-23-016308) so if I can us (sic) this number I will pay these taxes right away. If not please advise me how to pay them.

James Shores (signature)

I have been in and out of hospital for past 8 months, I have a cancers (sic) tumor, I take chemotherapy pill in the morning and evening, after taking I cannot drive or work for 3 hours afterwards. I will send you a copy of my reports.

Attached hereto as Exhibit 6 is a true and correct copy of the letter.

26. Shores failed to respond in any substantive way to subpoena 2191.

27. Shores did not comply with civil subpoena 2191 by failing to identify as requested in questions 1, 2, and 3 of the subpoena :

1. The number of credit transactions involving vehicles sold by Rebuilders during 2008 and 2009.
2. The number of repossessions involving vehicles sold by Rebuilders which occurred during 2008 and 2009.
3. The number of cash transactions involving vehicles sold by Rebuilders that occurred during 2008 and 2009.

28. Shores failed to respond to the subpoena by failing to provide any documents relating to the sale of a motor vehicle such as a motor vehicle purchase agreement, retail installment contract, or payment history.

29. Based on the complaints received from the IDOT, the titles provided by Shores, and additional titles found in the IDOT's Iowa Archon Registration and Titling System ("IARTS") where Shores or Rebuilders has a lien on the vehicle (a practice which would indicate Shores is financing vehicles), it is apparent that Shores is selling and financing vehicles. Questions 4, 5, and 7 of subpoena 2191 requested all documents concerning motor vehicles financed by Shores. However, Shores failed to provide copies of any of the documents that were responsive to the subpoenas that would relate to

the sale of these vehicles and any efforts to collect debts relating to at least some of these sales during the relevant period. Shores did not provide any of the following requested documents:

- a. Records of payments received.
- b. Vehicle purchase contracts.
- c. Loan or financing paperwork.
- d. Notices of right to cure default sent to buyers.
- e. Notices of repossession sale.
- f. Records of vehicles sold following repossession sales.

Shores did not even provide copies of documents for the transactions involved in the IDOT complaints.

The IDOT complaints included a contract for the sale of a vehicle signed by Shores and a retail installment contract signed by Reuter, none of these documents were produced in response to the subpoena.

30. Shores simply provided repair invoices, a handful of buyer's guides, a smattering of titles which are in his name or have liens noted upon them dating back to 1995, and 7 affidavits of foreclosure. Shores did not provide any of the documents that are utilized in a standard motor vehicle purchase transaction.

31. Further, a number of the titles provided to our office by Shores had handwritten notes on them indicating that the vehicle was repossessed, sold, or paid in full. Repossession can only occur in situations where vehicles are financed. Our office did not receive copies of any paperwork related to the sale, financing, payment history or repossession of these vehicles.

32. In addition, based on the complaints received from the IDOT, in particular the complaints of Bridget Ebersohl and Amy Nance, it is apparent that Shores and Rebuilders were making consumer loans. Question 6 of subpoena 2191 requests, "All finance, loan, payment history, penalties, fees,

contracts, or other financial documents for all loans financed by Jim Shores, Lisa Reuter, or Washington Boulevard Rebuilders.” However, Shores has produced absolutely no paperwork concerning personal loans.

33. Shores has failed to fully respond to the subpoena as of the date of the filing of this Application to Enforce.

Civil Subpoena 2192

34. On June 1, 2010 the Attorney General served civil subpoena 2192 on Reuter pursuant to Iowa Code § 537.6106 and 2009 Iowa Code Supplement § 714.16(4), by personal service. Attached hereto as Exhibits 7 and 8 are true and correct copies of civil subpoena 2192 and proof of service of the subpoena.

35. The subpoena required Lisa Reuter to produce copies of certain specified documents to Investigator Merz by no later than 14 days following service of the subpoena upon Reuter.

36. On June 16, 2010, Shores produced to the Attorney General’s Office a limited response to Subpoena 2191. This response also seemingly served as a response to Subpoena 2192, although Reuter did not provide a cover letter or any other form of response. Reuter has produced no additional material in response to Subpoena 2192.

37. For the reasons stated above, Reuter has failed to fully respond to the subpoena as of the date of the filing of this Application to Enforce.

VIOLATIONS OF LAW

38. 2009 Iowa Code Supplement § 714.16(3), provides as follows:

When it appears to the attorney general that a person has engaged in, is engaging in, or

is about to engage in any practice declared to be unlawful by this section or when the attorney general believes it to be in the public interest that an investigation should be made to ascertain whether a person in fact has engaged in, is engaging in or is about to engage in, any such practice, the attorney general may:

- a. Require such person to file on such forms as the attorney general may prescribe a statement or report in writing under oath or otherwise, as to all the facts and circumstances concerning the sale or advertisement of merchandise by such person, and such other data and information as the attorney general may deem necessary;
- b. Examine under oath any person in connection with the sale or advertisement of any merchandise;
- c. Examine any merchandise or sample thereof, record, book, document, account or paper as the attorney general may deem necessary; and
- d. Pursuant to an order of a district court impound any record, book, document, account, paper, or sample of merchandise that is produced in accordance with this section, and retain the same in the attorney general's possession until the completion of all proceedings in connection with which the same are produced.

39. 2009 Iowa Code Supplement § 714.16(4)(a), provides as follows:

To accomplish the objectives and to carry out the duties prescribed by this section, the attorney general, in addition to other powers conferred upon the attorney general by this section, may issue subpoenas to any person, administer an oath or affirmation to any person, conduct hearings in aid of any investigation or inquiry, prescribe such forms and promulgate such rules as may be necessary, which rules shall have the force of law.

40. For the reasons stated in paragraphs 6-12 of this Application, it appears to the Attorney General, and the Attorney General believes that Rebuilders and Shores have violated and are violating 2009 Iowa Code Supplement § 714.16, and therefore, the Attorney General initiated this investigation, including the issuance of the subpoenas to Rebuilders, Shores and Reuter.

41. Iowa Code § 714.16(6), in relevant part, provides as follows:

If a person fails or refuses to file a statement or report, or obey any subpoena issued by the attorney general, the attorney general may, after notice, apply to the Polk county

district court. . . and, after hearing, request an order:

a) Granting injunctive relief, restraining the sale or advertisement of any merchandise by such persons.

...

c) Granting such other relief as may be required until the person files the statement or report, or obeys the subpoena.

42. Iowa Code § 537.6106(1), provides as follows:

For purposes of this section, "administrator" means either the attorney general or the attorney general's designee, or the official or agency charged with enforcing this chapter against the person under investigation, as provided in section 537.6105, subsection 1. If the administrator has reasonable cause to believe that a person has engaged in conduct or committed an act which is in violation of this chapter, the administrator may make an investigation to determine whether the person has engaged in the conduct or committed the act, and, to the extent necessary for this purpose, may administer oaths or affirmations, and, upon the administrator's own motion or upon request of any party, may subpoena witnesses, compel their attendance, adduce evidence, and require the production of, or testimony as to, any matter which is relevant to the investigation, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of relevant facts, or any other matter reasonably calculated to lead to the discovery of admissible evidence. In any civil action brought by the administrator as a result of such an investigation, the administrator shall be awarded the reasonable costs of making the investigation if the administrator prevails in the action.

43. For the reasons stated in paragraphs 6, 7, 11, and 13 of this Application, the Attorney General had and continues to have reasonable cause to believe that Rebuilders and Shores have violated and are violating Iowa Code chapter 537, and therefore, the Attorney General initiated this investigation, including the issuance of the subpoenas to Rebuilders, Shores and Reuter.

44. Iowa Code § 537.6106(3), provides as follows:

Upon application by the administrator showing failure without lawful excuse to obey a subpoena or to give testimony and upon reasonable notice to all persons affected thereby, the district court shall grant an order compelling compliance.

45. The failure of Rebuilders to provide the information sought by the civil subpoena warrants entry of an order pursuant to 2009 Iowa Code Supplement § 714.16(6) requiring Rebuilders to comply with the subpoena and enjoining it from conducting business in Iowa until it has complied with the subpoena.

46. The failure of Rebuilders to provide the information sought by the civil subpoena warrants entry of an order pursuant to Iowa Code § 537.6106(3) requiring Rebuilders to comply with the subpoena

47. The failure of Shores to provide all of the information sought by the civil subpoena warrants entry of an order pursuant to 2009 Iowa Code Supplement § 714.16(6) requiring him to comply with the subpoena and enjoining him from conducting business in Iowa until he has complied with the subpoena.

48. The failure of Shores to provide all of the information sought by the civil subpoena warrants entry of an order pursuant to Iowa Code § 537.6106(3) requiring him to comply with the subpoena

49. The failure of Reuter to provide all of the information sought by the civil subpoena warrants entry of an order pursuant to 2009 Iowa Code Supplement § 714.16(6) requiring her to comply with the subpoena and enjoining her from conducting business in Iowa until she has complied with the subpoena.

50. The failure of Reuter to provide all of the information sought by the civil subpoena warrants entry of an order pursuant to Iowa Code § 537.6106(3) requiring her to comply with the subpoena

51. Neither all nor any part of the application for injunctive relief herein has been previously presented to and refused by any court or justice. Iowa R. Civ. P. 1.1504.

52. In an action by the state, no security shall be required of the state. Iowa R. Civ. P. 1.207.

REQUEST FOR RELIEF

The State of Iowa respectfully requests that the Court grant the following relief:

A. Pursuant to 2009 Iowa Code Supplement § 714.16(6) and Iowa Code § 537.6106(3) issue an order directing Washington Boulevard Rebuilders, James Shores and Lisa Reuter to comply with the civil subpoenas served upon each of them.

B. Pursuant to 2009 Iowa Code Supplement § 714.16(6), enjoin Washington Boulevard Rebuilders and its directors, officers, trustees, principals, partners, employees, agents, servants, representatives, subsidiaries, affiliates, successors, assigns, merged or acquired predecessors, parent or controlling entities, and all other persons, corporations and other entities acting in concert or participating with Washington Boulevard Rebuilders who have actual or constructive notice of the Court's injunction, James Shores and Lisa Reuter from selling or advertising, directly or indirectly, any merchandise, as defined at 2009 Iowa Code Supplement § 714.16(1)(i), in or from Iowa or to Iowa residents, until they have fully complied with the Court's directive to comply with the civil subpoenas provided, however, that such injunction not restrain them from making refunds to consumers or from engaging in such non-promotional communications with consumers as are reasonably required to facilitate the making of refunds.

C. Pursuant to 2009 Iowa Code Supplement § 714.16(11), enter judgment against Washington Boulevard Rebuilders, James Shores and Lisa Reuter for attorney fees, state's costs and court costs of this action.

D. Retain jurisdiction as necessary to ensure full compliance with the pertinent provisions of the Consumer Fraud Act, Consumer Credit Code and with the Court's orders.

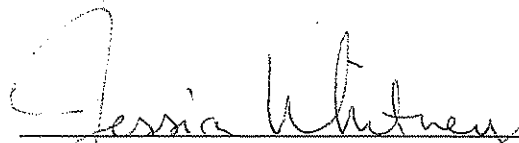
E. Grant such additional relief as the Court deems just and equitable.

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa



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IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA ex rel.
THOMAS J. MILLER,
ATTORNEY GENERAL OF IOWA
99AG25112,

Applicant,

WASHINGTON BOULEVARD
REBUILDERS,

JAMES SHORES,

and,

MELISSA REUTER,

Respondents.

Equity No. CE _____

**AFFIDAVIT OF INVESTIGATOR
HOLLY MERZ**

AFFIDAVIT OF HOLLY MERZ

I, Holly Merz, being duly sworn on oath, state as follows:

PERSONAL BACKGROUND

1. I am, and have been, an Investigator employed by the Consumer Protection Division of the Iowa Department of Justice since October of 1988. During that time, I have been assigned to handle consumer complaints and investigations regarding various forms of deceptive or unfair practices relating to motor vehicle advertising and sales practices. Since 1989 I have been a member of several professional organizations, many of which conduct annual training in the area of motor vehicle fraud including the National Odometer and Title Fraud Enforcement Association of which I am the current



Secretary and the Midwest Odometer and Title Fraud Enforcement Association of which I am a past Chairperson and current board member.

2. I have extensive training and experience in recognizing various documents and methods used by individuals involved in motor vehicle fraud. In fulfilling my job responsibilities, I have frequent contact with other investigators and regulatory agencies who are also investigating or attempting to prevent motor vehicle fraud. I have had numerous work-related contacts with victims of motor vehicle fraud, as well as individuals involved in all levels of the automobile industry, including auto auctions, new and used car dealers, repair facilities, body shops, insurance companies, finance companies, warranty companies, and fleet disposal units.

3. The statements below are based on my training and experience, personal knowledge, my review of documents, and my discussions with Stacey Rockwell, an Investigator with the Iowa Department of Transportation, Matt Dingbaum, an Investigator with the Iowa Department of Transportation, representatives of the Clinton County Treasurer's Office, and other representatives of the Iowa Department of Transportation. As part of that investigation and in preparing this affidavit, I reviewed certain materials relating to Washington Blvd. Rebuilders ("Rebuilders"), James Shores ("Shores") and Melissa ("Lisa") Reuter ("Reuter") including documents produced by representatives of the Iowa Department of Transportation and the Clinton County Treasurer's Office, and the set of documents produced by Shores.

SPECIFICS OF THIS INVESTIGATION

4. Since approximately July 27, 2009 I have been assigned to the Consumer Protection Division's investigation of Washington Blvd. Rebuilders, James Shores and isa Reuter concerning

possible violations of Iowa law. My investigation began when our office received complaints concerning Rebuilders from the Iowa Department of Transportation (IDOT). I reviewed each complaint thoroughly. The complaints concerned the sale and financing of motor vehicles as well as the lending of money for personal loans.

5. After review of the IDOT complaints, it was determined that we needed to review additional documents from Rebuilders to determine the extent of the Consumer Fraud Act and Consumer Credit Code violations that were evident in the IDOT complaints. Our office then issued the initial civil subpoena 2181 under Assistant Attorney General Jessica Whitney. When she went on maternity leave and there was no response to subpoena 2181, our office issued civil subpoenas 2191 and 2192 under Special Assistant Attorney General William Brauch.

6. During my investigation I discovered the following information about Rebuilders, Shores and Reuters and their licensure or lack thereof to sell vehicles and engage in the extension of consumer credit in the state of Iowa:

a. On December 11, 2003 an automobile recycler's license (R126) was issued by the Iowa Department of Transportation in the name of James Shores and Moler Duff III, with an address of 1321 South Washington Boulevard, Camanche, Iowa. On September 12, 2007 the recycler's license was revoked by the Iowa Department of Transportation for five violations of failure to obtain a title or assignment thereof and one violation of selling from an unlicensed location.

b. On December 16, 2004 the Iowa Department of Transportation issued a used auto dealer's license (D513) in the name of Washington Boulevard Rebuilders, with an address of 1321 South Washington Boulevard, Camanche, Iowa. On June 8, 2007 the Iowa Department of

Transportation revoked the license for five violations for failure to obtain a title or assignment thereof and one violation of selling from an unlicensed location in violation of Iowa Code sections 321.10(2) and 322.2(11).

c. Shores, Rebuilders, and Reuter have not filed creditor notification or paid fees with our office pursuant to the Iowa Consumer Credit Code, Iowa Code 537, Article 6, Part 2.

d. Shores, Rebuilders, and Reuter do not have any sort of lender license with the Iowa Division of Banking.

7. During my investigation I discovered that Reuter was actively involved in the running of Rebuilders. Ms. Reuter's name and signature appears on a motor vehicle purchase agreement, right to repossess and retail installment contract involved in the Michael Woods complaint received from the IDOT, and on a personal loan document attached to the Amy Nance complaint received from the IDOT.

INCOMPLETE SUBPOENA RESPONSE

8. Our office received a limited response to Subpoena 2191 on June 16, 2010 from James Shores. Shores included a short letter with the documents. Shores provided the following documents in response to Subpoena 2191, with no explanation as to which production number they were in compliance with:

- a. 164 Original repair invoices from 1/3/08 through 6/22/10.
- b. Copies of 3 Buyer's Guide forms.
- c. Copies of 40 Certificates of Titles (many front only) from 5/15/95 through 6/8/10.
- d. Copies of 7 Affidavit of Foreclosure Sale Documents from 2/25/08 through 1/5/09.

Shores did not respond to any of the questions asked in the subpoena nor did he produce any documents associated with financing a motor vehicle or a personal loan.

9. I reviewed all of the documents that were produced. Of the forty (40) Certificates of Title provided, ten (10) have liens noted in the name of James Shores, twenty-four (24) have liens noted in the name of Washington Blvd. Rebuilders, two (2) have no liens noted but the titles listed James Shores as owner, one (1) was titled in the name of Washington Blvd. Rebuilders and three (3) had no liens noted and were not titled in the name of James Shores or Washington Blvd. Rebuilders or Retuer. Many of the titles had handwritten notes indicating the vehicle had been repossessed.

10. Liens on titles and repossession of vehicles would indicate that the motor vehicles are being financed. The person or entity who places a lien on the title or who repossesses the vehicle is traditionally the one who has financed the purchase of the motor vehicle. However, in the subpoena response we received no financing papers or payment history from Shores, Rebuilders or Reuter despite having liens on titles.

11. I have reviewed the records available to me via the IDOT motor vehicle computer data base known as IDOT's Iowa Archon Registration and Titling System ("IARTS") and have found references to numerous other vehicles which list Washington Blvd. Rebuilders, or Shores as owners or lien holders. They received title to these vehicles or placed a lien on these vehicles during the time covered by the subpoena, but they supplied nothing in response to the Attorney General's civil subpoenas regarding these vehicles.

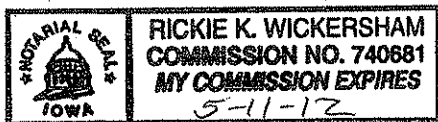
12. Other than the documents mentioned in paragraph 8, our office has received no additional documents from Shores, Rebuilders or Reuters regarding motor vehicle financing, motor vehicle selling, or lending personal loans.

Further, affiant sayeth not:

Holly Merz
Holly Merz
Investigator
Iowa Attorney General's Office

Subscribed and sworn to before me on this 3 day of December, 2010. \

Rickie K Wickersham
Notary Public



THOMAS J. MILLER
ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION



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Department of Justice

SUBPOENA NO. 2181

STATE OF IOWA) ss.
DEPARTMENT OF JUSTICE)

THE STATE OF IOWA TO:

Washington Auto Blvd Auto Rebuilders
1321 S. Washington Blvd.
Camanche, IA 52730

IN RE INVESTIGATION OF:

James Shores, Washington Auto Blvd.
Rebuilders, Lisa Reuter, their parent
organizations, if any, and all subsidiaries and
affiliates.

Pursuant to the provisions of the Iowa Consumer Fraud Act, Iowa Code § 714.16 and the Iowa Consumer Credit Code Chapter 537, you are hereby commanded to produce copies of the following documents to Investigator Holly Merz, of the Consumer Protection Division of the Office of the Attorney General, Hoover Building, Second Floor, 1305 E. Walnut, Des Moines, Iowa 50319 by January 26, 2010.

Instructions

1. Unless otherwise indicated, "documents" include all documents prepared, sent, dated, received, or which otherwise came into existence at any time during the subpoena period.
2. Unless otherwise stated, the relevant time period of this subpoena shall be from January 1, 2008 through February 1, 2010.
3. This request should be viewed as including not only the individuals or entities identified above, but also any individual or entity with whom any or all of them were associated or that was acting on their behalf.



4. Please advise all personnel that service of this subpoena imposes a duty to preserve evidence and not to destroy or otherwise remove any document related to the above entities under penalty of law.
5. The term "person" shall include individuals (natural persons), as well as firms, associations, partnerships, corporations and other business entities. A request to "identify," or for the "identity" of, a person is deemed to include, at a minimum, a request for the name of such person, the person's present business (and residential, where applicable) address, or the last known business (and residential, if applicable) address if the current address is unknown, and the last known business (and, where applicable, residential) telephone number. Specific interrogatories may request additional information as well.
6. Unless otherwise stated **Washington Boulevard Rebuilders**, shall be construed to include the business entity, its parent corporations, any subsidiaries, any affiliates, and all owners, officers, directors, shareholders, employees or agents.
7. The term "loan" or "loans" shall include but is not limited to a consumer credit transaction as defined by 537.1301(12), a transaction that should be regulated under Iowa Code chapter 533D, or the lending of money from one person to another where either a finance charge is incurred or the debt is payable over time.

Requests

1. Identify the number of credit transaction that occurred during the fiscal years of 2008 and 2009.
2. Identify the number of repossessions that occurred during the fiscal year of 2008 and 2009.
3. Identify the number of cash transactions that occurred during the fiscal year of 2008 and 2009.
4. Copies of all documents related to any vehicle purchased, sold, financed and or repaired by Jim Shores, Lisa Reuter and or Washington Boulevard Rebuilders.
5. All finance, loan, payment history, penalties, fees and or other financial documents and or contracts for all **vehicles financed** by Jim Shores, Lisa Reuter, and or Washington Boulevard Rebuilders. This would include but not be limited to any and all payment records, payment history, contracts, repossession documents, other written agreements and or notes.
6. All finance, loan, payment history, penalties, fees, contracts, or other financial documents for all **loans** financed by Jim Shores, Lisa Reuter, and or Washington Boulevard

Rebuilders. These documents would include but not be limited to any and all payment records, payment history, contracts, other written agreements, or notes.

7. All **three ring binders** that contain any loan and or payment information for vehicles and/or loans financed by Jim Shores, Lisa Reuter, and or Washington Boulevard Rebuilders.
8. Copies of all **titles for all vehicles** that are currently in the possession of Jim Shores, Lisa Retuer, and or Washington Boulevard Rebuilders. This would include vehicles that have been sold and are currently being financed by Jim Shores, Lisa Retuer, and or Washington Boulevard Rebuilders, and or vehicles offered for sale by Jim Shores, Lisa Retuer, and or Washington Boulevard Rebuilders. IN your response identify any titles that are used solely for your personal use.

And this you shall in no wise omit, pursuant to the law.

Witness my hand hereunto affixed this 8 day of February, 2010.

THOMAS J. MILLER, ATTORNEY GENERAL OF IOWA

By: 

Jessica Whitney

Assistant Attorney General

Deputy Administrator-Consumer Credit Code

NOTICE OF INTENT TO PROCEED

Service of this subpoena and Notice of Intent to Proceed on you will constitute your only notice pursuant to 714.16(6) that your failure to comply with this subpoena will result in a suit being filed against you in Polk County, Iowa for failing to obey the subpoena. Said suit will request the relief authorized by the Consumer Fraud Act.

OATH

I, _____ being first duly sworn, state
under penalty of perjury that the answers submitted by me in response to the
foregoing Subpoena 2181 are true and complete to the best of my knowledge.

Dated this _____ day of _____, 2010.

Subscribed and sworn to before me this _____ day of
_____, 2010.

Notary Public

CERTIFICATE OF SERVICE

I certify that the above Subpoena No 2181, Notice of Intent to Proceed and Oath of Perjury was served upon JAMES SHORES by hand delivery, on the 12th day of February, 2010.

Signed: Stacy Rabell
Date: 02/12/10

RE: James Shores
Washington Auto Blvd. Rebuilders
1321 S. Washington Ave.
Camanche, IA 52730



THOMAS J. MILLER
ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION



ADDRESS REPLY TO:
Hoover Bldg., 1305 E. Walnut Street
Des Moines, Iowa 50319

Telephone: 515-281-5926
Toll Free: 888-777-4590 (In Iowa)
Fax: 515-281-6771
www.IowaAttorneyGeneral.org

Department of Justice

SUBPOENA NO. 2191

STATE OF IOWA) ss.
DEPARTMENT OF JUSTICE)

THE STATE OF IOWA TO:

James Shores
Washington Auto Blvd Auto Rebuilders
1321 S. Washington Blvd.
Camanche, IA 52730

James Shores
133 Cedar Heights
Camanche, IA 52730

IN RE INVESTIGATION OF:

James Shores, Washington Auto Blvd.
Rebuilders, Lisa Reuter, their parent
organizations, if any, and all subsidiaries and
affiliates.

Pursuant to the provisions of the Iowa Consumer Fraud Act, Iowa Code § 714.16 and the Iowa Consumer Credit Code chapter 537, you are hereby commanded to produce copies of the following documents to Investigator Holly Merz, of the Consumer Protection Division of the Office of the Attorney General, Hoover Building, Second Floor, 1305 E. Walnut, Des Moines, Iowa 50319 no later than 14 days following service of this subpoena upon you.

Instructions

1. Unless otherwise indicated, "documents" include all documents prepared, sent, dated, received, or which otherwise came into existence at any time during the subpoena period.



2. Unless otherwise stated, the relevant time period of this subpoena shall be from January 1, 2008 through May 1, 2010.
3. This request should be viewed as including not only the individuals or entities identified above, but also any individual or entity with whom any or all of them were associated or that was acting on their behalf.
4. Please advise all personnel that service of this subpoena imposes a duty to preserve evidence and not to destroy or otherwise remove any document related to the above entities under penalty of law.
5. The term "person" shall include individuals (natural persons), as well as firms, associations, partnerships, corporations and other business entities. A request to "identify," or for the "identity" of, a person is deemed to include, at a minimum, a request for the name of such person, the person's present business (and residential, where applicable) address, or the last known business (and residential, if applicable) address if the current address is unknown, and the last known business (and, where applicable, residential) telephone number. Specific interrogatories may request additional information as well.
6. Unless otherwise stated **Washington Boulevard Rebuilders**, shall be construed to include the business entity, its parent corporations, any subsidiaries, any affiliates, and all owners, officers, directors, shareholders, employees or agents.
7. The term "loan" or "loans" shall include but is not limited to a consumer credit transaction as defined by section 537.1301(12), a transaction that should be regulated under Iowa Code chapter 533D, or the lending of money from one person to another where either a finance charge is incurred or the debt is payable over time.

Requests

1. Identify the number of credit transactions involving vehicles sold by Washington Boulevard Rebuilders during 2008 and 2009.
2. Identify the number of vehicle repossessions involving vehicles sold by Washington Boulevard Rebuilders which occurred during 2008 and 2009.
3. Identify the number of cash transactions involving vehicles sold by Washington Boulevard Rebuilders that occurred during 2008 and 2009.
4. Copies of all documents related to any vehicle purchased, sold, financed and or repaired by Jim Shores, Lisa Reuter and or Washington Boulevard Rebuilders.
5. All finance, loan, payment history, penalties, fees and or other financial documents and or contracts for all vehicles financed by Jim Shores, Lisa Reuter, and or Washington Boulevard Rebuilders.

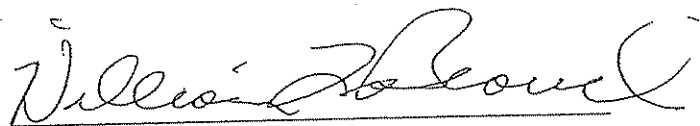
Boulevard Rebuilders. This would include but not be limited to any and all payment records, payment history, contracts, repossession documents, other written agreements and or notes.

6. All finance, loan, payment history, penalties, fees, contracts, or other financial documents for all **loans** financed by Jim Shores, Lisa Reuter, and or Washington Boulevard Rebuilders. These documents would include but not be limited to any and all payment records, payment history, contracts, other written agreements, or notes.
7. All **three ring binders** that contain any loan and or payment information for vehicles and/or loans financed by Jim Shores, Lisa Reuter, and or Washington Boulevard Rebuilders.
8. Copies of all **titles for all vehicles** that are currently in the possession of Jim Shores, Lisa Retuer, and or Washington Boulevard Rebuilders. This would include vehicles that have been sold and are currently being financed by Jim Shores, Lisa Retuer, and or Washington Boulevard Rebuilders, and or vehicles offered for sale by Jim Shores, Lisa Retuer, and or Washington Boulevard Rebuilders. IN your response identify any titles that are used solely for your personal use.

And this you shall in no wise omit, pursuant to the law.

Witness my hand hereunto affixed this 14th day of May, 2010.

THOMAS J. MILLER, ATTORNEY GENERAL OF IOWA

By: 
William L. Brauch
Special Assistant Attorney General
Administrator – Consumer Credit Code
Director -Consumer Protection Division

NOTICE OF INTENT TO PROCEED

Service of this subpoena and Notice of Intent to Proceed on you will constitute your only notice pursuant to 714.16(6) that your failure to comply with this subpoena will result in a suit being filed against you in Polk County, Iowa for failing to obey the subpoena. Said suit will request the relief authorized by the Consumer Fraud Act.

RETURN OF SERVICE:

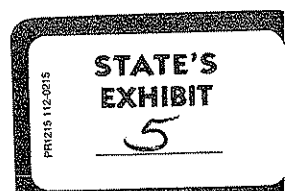
Served the within subpoena (No. 2191) the 1st day of JUNE, 2010
on:

JAMES SHORES at 133 CEDAR HEIGHTS CAMANCHE, IOWA

and delivered to said person a copy thereof.

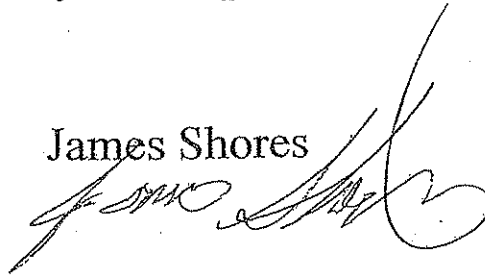
Served by:  T163

RECEIVED
10 JUN -4 AM 10:22
CONSUMER PROTECTION



I Know I owe for sales taxes on my vehicle repair bills. The reason for this is I was planning to sell the business to another person who applied for a tax number for the business. There finance fell through. I was a partner with a old tax number (1-23-016308) so if I can use this number I will pay these taxes right away. If not please advise me how to pay them.

James Shores



I have been in and out of hospital for past 8 months, I have a cancers tumor, I take chemotherapy pill in the morning and evening, after taking I cannot drive or work for 3hours afterwards. I will send you a copy of my reports.



CONSUMER PROTECTION

10 JUN 16 AM 9:14

RECEIVED



THOMAS J. MILLER
ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION



ADDRESS REPLY TO:
Hoover Bldg., 1305 E. Walnut Street
Des Moines, Iowa 50319

Telephone: 515-281-5926
Toll Free: 888-777-4590 (in Iowa)
Fax: 515-281-6771
www.iowaAttorneyGeneral.org

Department of Justice

SUBPOENA NO. 2192

STATE OF IOWA) ss.
DEPARTMENT OF JUSTICE)

THE STATE OF IOWA TO:

Lisa Reuter
Washington Auto Blvd Auto Rebuilders
1321 S. Washington Blvd.
Camanche, IA 52730

IN RE INVESTIGATION OF:

James Shores, Washington Auto Blvd.
Rebuilders, Lisa Reuter, their parent
organizations, if any, and all subsidiaries and
affiliates.

Pursuant to the provisions of the Iowa Consumer Fraud Act, Iowa Code § 714.16 and the Iowa Consumer Credit Code chapter 537, you are hereby commanded to produce copies of the following documents to Investigator Holly Merz, of the Consumer Protection Division of the Office of the Attorney General, Hoover Building, Second Floor, 1305 E. Walnut, Des Moines, Iowa 50319 no later than 14 days following service of this subpoena upon you.

Instructions

1. Unless otherwise indicated, "documents" include all documents prepared, sent, dated, received, or which otherwise came into existence at any time during the subpoena period.
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STATE'S
EXHIBIT

7

FRI215 112-0215

3. This request should be viewed as including not only the individuals or entities identified above, but also any individual or entity with whom any or all of them were associated or that was acting on their behalf.
4. **Please advise all personnel that service of this subpoena imposes a duty to preserve evidence and not to destroy or otherwise remove any document related to the above entities under penalty of law.**
5. The term "**person**" shall include individuals (natural persons), as well as firms, associations, partnerships, corporations and other business entities. A request to "**identify**," or for the "**identity**" of, a person is deemed to include, at a minimum, a request for the name of such person, the person's present business (and residential, where applicable) address, or the last known business (and residential, if applicable) address if the current address is unknown, and the last known business (and, where applicable, residential) telephone number. Specific interrogatories may request additional information as well.
6. Unless otherwise stated **Washington Boulevard Rebuilders**, shall be construed to include the business entity, its parent corporations, any subsidiaries, any affiliates, and all owners, officers, directors, shareholders, employees or agents.
7. The term "**loan**" or "**loans**" shall include but is not limited to a consumer credit transaction as defined by section 537.1301(12), a transaction that should be regulated under Iowa Code chapter 533D, or the lending of money from one person to another where either a finance charge is incurred or the debt is payable over time.

Requests

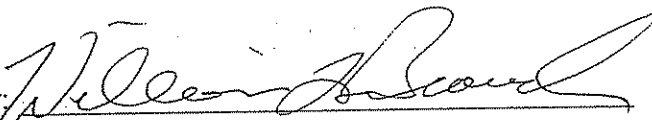
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And this you shall in no wise omit, pursuant to the law.

Witness my hand hereunto affixed this 14th day of May, 2010.

THOMAS J. MILLER, ATTORNEY GENERAL OF IOWA

By: 
William L. Brauch
Special Assistant Attorney General
Administrator – Consumer Credit Code
Director -Consumer Protection Division

NOTICE OF INTENT TO PROCEED

Service of this subpoena and Notice of Intent to Proceed on you will constitute your only notice pursuant to 714.16(6) that your failure to comply with this subpoena will result in a suit being filed against you in Polk County, Iowa for failing to obey the subpoena. Said suit will request the relief authorized by the Consumer Fraud Act.

RETURN OF SERVICE:

Served the within subpoena (No. 2192) the 1st day of JUNE, 2010
on:

LISA REUTER at 1321 S WASHINGTON BLVD CAMANCHE, IOWA

and delivered to said person a copy thereof.

Served by:

 T163

CONSUMER PROTECTION

10 JUN -4 AM 10:23

RECEIVED

STATE'S
EXHIBIT

8

PR1235 112-0215



Iowa Department of Transportation

Motor Vehicle Enforcement
NOTICE OF COMPLAINT

In order to allow the fastest possible investigation of your complaint, we ask that you:

1. Answer all questions fully and correctly.
2. Include copies of contracts, advertisements, correspondence, proof of payment, etc., that may relate to your complaint.

Michael Ellboos

Your Name

813 15th Ave. S.

Address

Clinton Iowa 52732-6301

City, State, Zip

Home (563) 242-0342

Work
Phone Numbers

James Shores DBA Auto Rebuilders

Complaint Against

1321 S. Washington Blvd

Address

Camanche IA 52730

City, State, Zip

563 259-0953

Phone Number

Complete the following information regarding the vehicle involved.

2001

Year

Buick

Make

Century

Model

MAROON

Color

2G4W552J51217942 516VAJ

VIN

Plate #

Title #

Summary of your complaint (use additional paper if necessary). Include dates, addresses, phone numbers, witnesses, etc.):

I thought I was buying a car from Jim Shores but had Sean Smith's name on title instead. Jim makes personal loans out at interest rate of \$50 per \$100 borrowed.

Keeps two three ring binders. Michael Reber 10 July 2009
1. for cars bought of finance and 1. For personal loans
continued on additional sheets

For Internal Use Only

Case No.

Date Assigned

Investigator

Action Taken

STATE'S
EXHIBIT

9

PRI215 112-0215

Rockwell, Stacey [DOT]

From: Michael Woods [seasparrow411958@hotmail.com]
Sent: Friday, July 10, 2009 1:27 PM
To: Rockwell, Stacey [DOT]
Subject: Washington BLVD Auto Rebuilders

On late 01 October 2008, My wife and I were sitting in our living room watching TV when we heard a crash just outside our home at 815 15th Ave. S. Clinton Iowa. I went out as fast as possible to see what had happened. I found out that my 1998 Buick Park Ave. had just been the victim of a "hit and run" so we called the police and reported it. We were told all the available police units were on a possible robbery call and a police officer would be there as soon as possible. I further investigated that there was something sticking out from under my driver side rear tire. This something was the entire front bumper including license plate of the hit and run vehicle. I recalled the police and gave them the license plate number and she asked how I got the number and I told her about the bumper under my tire. She told me that it might be an hour or so before any units would be able to respond to my call. I had my nephew look to see if he could find the vehicle but he was unsuccessful but the "supposed driver" came back to our house to wait for the police. The driver's brother was riding with a friend or something and he was extremely intoxicated and this told me that he was the driver of the car but she took the blame, so there was nothing that I could do. I called Progressive Insurance Company to report the accident. It turns out that the other car also had Progressive. At the time, I didn't think about it but I wish that I had done something else instead of having to write this narrative. The police officer came and took the report and assessed the damage to both vehicles and it was denoted that I was her vehicle that caused the damage. It took progressive three days to send somebody to investigate the claim and assess the damage and I thought okay when the man doing the report that Progressive would make me whole by picking up my car and taking it to get repaired. I really liked that Buick park Ave. I told the insurance company to take it to their authorized shop and repair the vehicle. I requested an estimate of the damage at that time but he said that someone else was doing the report and he was just an investigator who surveyed the cars for progressive and I would have someone else handling my case and I would get a copy of the report in the mail.

Terrie called Jim Shores in the morning after the accident and he came by to take a look at the damage. At this time, I was going to have the car repaired by Progressive. Progressive offered to get me a rental car until my car was fixed and I took them up on the offer.

On the morning of 03 October I was informed by Jim Shores and Progressive to go to Washington BLVD auto rebuilders Jim Shores Proprietor to sign paperwork after I was told that the car was totaled and Progressive would not fix my car. I asked how much would it cost to fix it and I was told that it would cost more to fix the car than what it was worth. I did not get an amount for the estimate. I was on an errand and I received several phone calls from Jim Shores to get there ASAP but I was out of town taking helping my mother-in-law take care of some personal business and that I would get there as soon as I could.. When I finally got to the Washington BLVD Auto rebuilders, the progressive agent was there and so was Jim Shores. I was asked to sign the title over to progressive and that would conclude the business. I asked for the amount of the estimate at that time and the Progressive agent did not and would not give me the estimate of the damages to the car. I then asked the Progressive agent for his name and to this day, Progressive refuses to give me this information on this agent of Progressive. I saw no check, I refused to sign the title and I got extremely upset since I was paying for the car and insurance. I should have the right to see all of the particulars about the damages or the amount of the settlement. I then tried calling my family lawyer Bert Watson to get some legal advice but he was holding court at that time. I then said that I would only sign the title under duress and really wanted to put that on the title when the Progressive agent said that I could not do that and Jim Shores telling me to sign the damn title. I asked Progressive agent for another independent investigator as I felt that there was a conflict of interest and was laughed at by the agent which infuriated me. I was angry at Jim and Progressive. I felt that there was collusion between Jim Shores and Progressive and to this day I still feel the same way. I signed the title to Progressive without the under duress written but that was and is still a big lie, I was bullied into signing something I felt was going to go bad for me. I was understandably pissed and told Jim that he f****d me and I felt that he did it on purpose. I was told that Progressive would no longer pay for the rental but I had no vehicle to replace the one that was damaged and totaled. I called the Progressive claims and got the rental extended until the next three business days.

Jim Shores went out and got a 2001 Buick Century that had a cracked windshield and the odometer didn't work and it had a glitch with the driver side window that rolled down when you turned the key in the ignition. It takes up to two or three minutes to be able to roll up the window. The stick shift indicator on the steering column doesn't light up making it difficult

to see what gear you maybe in especially in winter when we've had heavy snow and you may be forced to put your car into a lower gear going up the hill that I live on. During this winter, it was more than inconvenient, it was also dangerous because of the winter weather that we had. The low tire pressure idiot light stays on continuously. I told him when he replaced the window to take care of these things and he said he would but he never did.

I took possession of the car with these glitches on 17 October 2008 and switched my car insurance to Dairyland who to this day have dealt with me fairly and above board in all my dealings.

On 01 November 2008 I was sitting at home with my wife watching TV when we heard a crash and I ran out the door and saw A light color older pick-up with driver with what looked a lot like Jim Shores pulling away from my vehicle's front quarter panel and cracking the rim and instantly deflated the tire with his truck and turned his steering wheel to hit my car again in the drivers side door and then pushed the back of my car onto the curb. He saw me coming and turned off his lights and pulled back and hit my car the third time by side swiping it and gunning his truck heading westbound on 15th Ave S. with the lights off but I recognized the ball cap the driver was wearing as one I had seen Jim wearing. I called the police and made a report and called the insurance company. At the time, I could not believe what I was seeing and thought my eyes were playing tricks but when I opted to keep the car and get it repaired by contacting Johnson Motor Sports of Clinton but he couldn't tow it as his tow truck was in the shop or something but he would pay for the towing as part of the work done. I did not know at that time that I did not have towing as part of my auto insurance so I contacted Gary Hart who would tow my vehicle out there for 30 dollars and I gave them a very expensive painting to hold until I got the money. I called Jim to let him know who was going to fix the car and it would not be him as I believed at that time that Jim Shores was the driver of the hit and run truck of which I said nothing to him about my suspicions that he was the driver. He threw a fit and started calling me a few choice words and I was shocked. I told the driver of the truck to drop the car off at Washington BLVD auto and to tell Jim Shores to stick the vehicle where the sun don't shine.

Viking/Dairyland Insurance sent out a fraud investigator to talk to me as the accident sounded bad as to two cars getting totaled in two successive months was raising red flags all over the place. We talked and assured that I was properly enraged and did not want to go through what Progressive did to me. Thanks Dairyland for believing me. They were honest in their dealings with me so he called in Jim and told them and made Jim take pictures of before and after photos of the parts and work done and submit them to the insurance company. It forced Jim to be honest as Dairyland went over the particulars as I requested. What fresh air that was after staying up all nights to make sure we didn't get hit again. We contact IDOT investigators about some of our problems with Jim Shores and it took until now to do what should have been done months ago but I happened to see that his old truck had a brand new coat of paint and new bumper on it after someone vandalized my vehicle and my neighbor's vehicle and my neighbor had thought someone had done it at his work but he saw my vehicle was keyed too. I contacted the police and my insurance company again on 17 June 2009 at noon. In the early morning hours of 7 June 2009, Jim Shores came onto my property and towed the car without written notice duly processed by certified mail being given until after he illegally entered my private property or that private property owned by the people who share the private drive behind my property. I want him prosecuted for trespass. Up until this month, I had always paid my car payment. I was not given three days written notice by Jim Shores or by Washington BLVD auto rebuilders. The U.S.P.S. tried to deliver a Certified letter on 07 July 2009 but I refused to sign for it because the letter was not given in advance to repossession, only after the fact. Jim shores has denied my wife and I of due process. I do want my day in court.

On the idea that an investigation of my claims, about Jim Shores being involved with the damage, he would have had to order paint to paint his vehicle and he had a new or repainted his bumper after the 01 November 2008 accident and the claim in June also he had a totally different bumper. Please call the auto parts stores to see if they sold him paint/parts or where ever and find out as if I tried to do this, they could tip Jim Shores off.

We can discuss any of this as my phone number is (563) 242-0342.

We can also say that there is a discrepancy between what I paid for my vehicles and what he says that I paid when he went and got the tags himself.

I thought I was buying the car from Jim Shores but instead Sean Smith's name is on the title and he works for Jim Shores who I understand cannot sell cars.

He makes personal loans out. His rate of interest is \$50 per \$100 dollars borrowed. i.e. if you borrow \$200 you pay back \$300.

He has two three ring binder notebooks in his office, one for the cars he sells and finances and one for the pesonal loans he makes.

Windows Live™ Hotmail@: Spread the word when you add celeb photos to your e-mails. Check it out.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Eagle
VEHICLE MAKE

Vision
MODEL

93
YEAR

2E3ED66F2PH562894
VIN NUMBER

DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



WARRANTY

- ☐ FULL ☐ LIMITED WARRANTY. The dealer will pay 0 % of the labor and 0 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

- ☐ SERVICE CONTRACT: A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

CUSTOMER SIGNATURE
(Dealer's Option)

Michael Woods

RECEIPT OF ORIGINAL COPY ACKNOWLEDGED

Frame & Body

Frame cracks, corrective welds, or rusted through
Dogtracks - bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr. Spec.)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Steering System

Too much free play at steering wheel (DOT spec.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT spec.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

Washington Blvd Rebuilders / Used Cars

Dealer 1321 South Washington Blvd.

Address Camanche, IA 52730

Jim Whores

See for Complaints

563-259-0953

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of Federal Law (16 C.F.R. 455).

Washington Boulevard Rebuilders & Used Cars

1321 South Washington Blvd. Camanche, IA. 52730

(563)259-0953 (563)212-3024

PAYMENT POLICY

At Washington Blvd. Rebuilders we charge no interest on our vehicles that you purchase. Why you ask? Because of the fortunate opportunity of in house financing. Your payments are expected to be paid on the date that it is due. If your payment is not made on the date due a \$50.00 late charge is applied to your account. You're welcome to with cash, check, or money order. NOTE: When paying by check if your check is returned to Washington Blvd. Rebuilders for insufficient funds there will be a \$35.00 charge applied to your account and you have lost your privileges to write checks.

IT IS A MUST ALL VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF PURCHASE! NO EXCUSES!

If your payments are more then ³⁰5 days late, we at Washington Blvd. Rebuilders reserve the right to repossess any vehicle at any cost to the customer.

Thank You,
Washington Boulevard Rebuilders


James Shores, VP

Date payment is to be made: 16th

Amount of payment to be made: 116.50

I agree and understand all terms of the payment contract with
Washington Boulevard Rebuilders/Used Cars.

Signature:  Date: 12/16/2005

Year: 1993 Vehicle: Eagle Vision Color: Maroon

Vin Number: 2E3ED66F2PH562894

Title Number: 23AA17535

Washington Boulevard Rebuilders & Used Cars
1321 South Washington Boulevard
Camanche, Iowa 52730
Phone: (563) 259-0953

Date: 12/16/05
Stock # 20-1212
Sale Price 3495.00

Type of trade _____ VIN _____
Balance financed 3495.00 Payment 116.50 x 30
3495.00

Other Fees: 0 Check: 0 Cash 0

**VEHICLE SOLD AS-IS. BUYER AGREES TO PAY ALL APPLICABLE FEES,
TITLE, LICENSE, AND SALES TAX DUE UPON TITLE TRANSFER.** MW

Buyer Michael Alan Woods
Address 813 15th AVE SO
City Clinton State IA Zip 52732
Year 1993 Make Eagle Model VISION
VIN 2E3ED66F2PH562894 Color Maroon
Lien Holder Washington Blvd Used Car
Type S/A

VEHICLE SOLD AS-IS WITHOUT ANY WARRANTY. MW

Washington Blvd Rebuilders/Used Cars 1321 South Washington Blvd Camanche, IA 52730

Seller James Shaw Date 12/16/05

Buyer Michael Woods Date 12/16/2005

Washington Boulevard Rebuilders & Used Cars
1321 South Washington Boulevard
Camanche, Iowa 52730
Phone: (563) 259-0953

Date: 12/16/05

Stock # 20-1212

Sale Price 3495.00

Type of trade _____ VIN _____

Balance financed 3495.00 Payment 116.50 \times 30

3495.00

Other Fees: 0 Check: 0 Cash: 0

**VEHICLE SOLD AS-IS. BUYER AGREES TO PAY ALL APPLICABLE FEES,
TITLE, LICENSE, AND SALES TAX DUE UPON TITLE TRANSFER.** MMW

Buyer Michael Alan Woods

Address 813 15th Ave SO

City Clinton State IA Zip 52732

Year 1993 Make Eagle Model Vision

VIN 2E3EDV6F2PH562894 Color Maroon

Lien Holder Washington Blvd Used Car

Type S/A

VEHICLE SOLD AS-IS WITHOUT ANY WARRANTY. MMW

Washington Blvd Rebuilders/Used Cars 1321 South Washington Blvd Camanche, IA 52730

Seller [Signature] Date 12/16/05

Buyer Michael Woods Date 12/16/2005

MOTOR VEHICLE PURCHASE AGREEMENT

DATE 7/23/08

NO. _____

BUYER Michael Woods

CO-BUYER _____

ADDRESS _____

CITY Algonquin

STATE IL

ZIP 60110

BUYER'S REGISTRATION MONTH _____

COUNTY _____

RES. PHONE _____

BUS. PHONE _____

SALESPERSON _____

DESCRIPTION OF PURCHASED VEHICLE: ☐ NEW ☒ USED ☐ DEMO ☒ CAR ☐ TRUCK ☐ PROGRAM RENTAL ☐ VAN

STOCK NO. _____ TO BE DELIVERED ON OR ABOUT _____

YEAR 1998

MAKE BUICK

MODEL Wildcat

BODY TYPE 4dr

V.I.N. # 1G4CW52K0W1003856

COLOR Indigo

TRIM _____

PRICE OF VEHICLE

\$ 5995.00

ACCESSORIES

TRADE-IN ALLOWANCE AND OTHER CREDITS: YEAR

TRADE-IN MAKE

MODEL

BODY TYPE

PLATE NO.

V.I.N. #

BALANCE OWED TO

ADDRESS

TRADE-IN ALLOWANCE

\$

LESS BALANCE OWED

NET ALLOWANCE ON TRADE-IN

\$

DEPOSIT OR CREDIT BALANCE

MANUFACTURER'S REBATE (IF ANY)

TOTAL DOWN PAYMENT (TRANSFER TO LEFT COLUMN) \$

BUYER'S TRADE-IN CERTIFICATION

If you are trading in a vehicle, you certify the following:

1. That there is no salvage or repair history on the vehicle title that would affect the value of the vehicle. If there is salvage or repair history on the title, you agree that the dealer may cancel this sale.
2. That to the best of your knowledge, the vehicle was never on a salvage, rebuilt or flood title in this or any other state.
3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.
4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, power-train or frame.

DISCLAIMER OF WARRANTY

IF THERE IS A MANUFACTURER'S WARRANTY ON THE VEHICLE YOU ARE BUYING, THE DEALER IS NOT A PARTY TO IT AND IT IS NOT A PART OF THIS CONTRACT. IF WE ARE AUTHORIZED BY THE MANUFACTURER TO PERFORM WARRANTY WORK ON YOUR VEHICLE, WE AGREE THAT YOU ARE TO REMOVED THE VEHICLE, HOWEVER, THE MANUFACTURER'S WARRANTY IS BETWEEN YOU AND THE MANUFACTURER. AS FAR AS THE DEALER IS CONCERNED, YOU UNDERSTAND THAT THE VEHICLE IS SOLD AS IS WITH ALL FAULTS AND THAT WE MAKE NO WARRANTY OF MERCHANTABILITY OR NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

\$	CASH PRICE	\$ <u>5995.00</u>
\$	LESS TRADE-IN ALLOWANCE	
\$	LESS MANUFACTURER'S REBATE	
\$	TAXABLE AMOUNT	
TAX \$	TITLE FEE \$15 LICENSE FEE \$	\$
LIEN FILING FEE (credit sale only see (1) on back)		\$
TOTAL CASH DELIVERED PRICE		\$ <u>5995.00</u>
LESS TOTAL DOWN PAYMENT (FROM RIGHT COLUMN)		\$
UNPAID CASH BALANCE DUE ON DELIVERY		\$ <u>5995.00</u>

OTHER INFORMATION OR TERMS OF SALE.

You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provision in this contract.

Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act is NOT INCLUDED in our definition of the motor vehicle.

By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.

Ph. 562-593-1642

Buyer's Signature

Date of Birth

Buyer's Driver's License or F.I.D. No. & Soc. Sec. No. if different from Drivers License No.

Co-Buyer's Signature

Date of Birth

Accepted By:

Dealer's Authorized Representative

Co-Buyer's Driver's License or F.I.D. No. & Soc. Sec. No. if different from Drivers License No.

Washington Blvd. Rebuilders And Used Cars
1321 S. Washington Blvd.
563-259-0953

PAYMENT POLICY

- All payments are due on or before due date.
- A \$15.00 late fee will be charged On the 3rd day, and \$5.00 every day there after past the due date.
- We reserve the right to repossess any vehicle when payment is 20 days late and your contract will become null and void.
- An extension is \$40.00 you are allowed only 3 per contract. They must be made by due date and are not to be used consecutively .
- You must inform us immediately if you move or have a new phone # . A working phone # is a must.
- There is a \$30.00 fee for all returned checks and all check writing privileges will be revoked.
- If your contract is for \$2,000 or higher you must show proof of full coverage insurance.

Payment starting date: 8/1/08
Amount of payment: 140.91 X 48
Year: 98 Make: Buick
Model: 4CWL69 Color: maroon
Vin # 1G4CW52K0W460335

I agree and understand all terms of the contract and payment policy from Washington Blvd.Rebuilders.

Signature :

Michael Woods

Date:

7/23/2008

**CONDITIONAL SALES SECURITY AGREEMENT AND DISCLOSURE STATEMENT
RETAIL INSTALLMENT CONTRACT - MOTOR VEHICLE SALES**

LOAN NO:

DATE SOLD: 7/23/08

ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	AMOUNT FINANCED <small>The amount of credit provided to you or on your behalf.</small>	TOTAL OF PAYMENTS <small>the amount you will have paid after you have made all payments as scheduled.</small>	TOTAL SALE PRICE <small>The total cost of your purchase on credit, including your downpayment of</small>
0.00 %	\$ <u>0</u>	\$ <u>6,763.45</u>	\$ <u>6,763.45</u>	\$ <u>6,763.45</u>

Your Payment Schedule will be:

No of Payments	Amount of Payments	When Payments are Due
<u>48</u>	\$ <u>140.91</u>	MONTHLY BEGINNING <u>8/3/08</u>

Late Charge(s):

You will be charged
a late fee of \$50.00
per month
on payments past due
more than 10 days.

The information you see on the window form (Buyer's Guide) for this vehicle is part of the contract. Information on the window form overrides any contrary in this contract.

The undersigned purchaser(s) hereinafter called the 'Buyer', whether one or more, acknowledges he has been quoted both a CASH SALE PRICE and TIME SALE PRICE for the vehicle described below, whereupon Buyer, who resides at address shown below, hereby purchases from the undersigned Seller. The Seller hereby sells to the Buyer, subject to the Seller's retention of title until the Buyer has performed all his obligations hereunder, the following described property on the terms and conditions set out below.

VEHICLE PURCHASED: 1998 Buick 4CWX69
Year Make Model
1G4CW52K0W4603356
Vehicle Identification Number

VEHICLE TRADED:
Year Make Model
Vehicle Identification Number

In this Contract
we are the SELLER:

Washington Blvd.Rebuilders
1321 S. Washington Blvd.
Camanche, IA. 52730

you are the BUYER(S):

Michael Alan Woods
813 15th AVE S.
Clinton IA 52732

SECURITY AGREEMENT: To Secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle and in all proceeds of the Vehicle including insurance proceeds.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment, assigning the trade-in, if shown, on or before the date of this contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Schedule above.
IF YOU ARE IN DEFAULT OF THIS CONTRACT: We may enforce our rights according to law. We can repossess the Vehicle unless prohibited by law. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle, but will return things if asked by you to do so.

Itemization of Amount Financed	
1. Cash Price of Vehicle	\$ <u>5995.00</u>
2. State/Local Taxes	\$ <u> </u>
3. Total Cash Price	\$ <u>5995.00</u>
4a. Trade Allowance	\$ <u> </u>
4b. Less Lien Payoff	\$ <u>768.45</u>
4c. Net Trade	\$ <u> </u>
4d. Cash Down	\$ <u> </u>
4e. Deferred Down	\$ <u>N/A</u>
4. Total Down Payment <small>(Enter 0 if Neg. - see line 6h)</small>	\$ <u> </u>
5. Unpaid Balance of Cash Price	\$ <u>6763.45</u>
6a. Optional Credit Insurance	\$ <u>N/A</u>
6b. Optional GAP Insurance	\$ <u>N/A</u>
6c. License, Tags & Registration	\$ <u> </u>
6d. Title Fees	\$ <u> </u>
6e. Documentary Fees	\$ <u>N/A</u>
6f. Extended Warranty	\$ <u>N/A</u>
6g. Other Charges	\$ <u> </u>
6h. Amount to Finance <small>(If line 4 is negative)</small>	\$ <u>6763.45</u>
6. Total Other Charges	\$ <u> </u>
7. Amount Financed(5 + 6)	\$ <u>6763.45</u>

By signing below, we agree to sell the Vehicle to you under the terms of this Contract

SELLER X Lisa Reuter Date 7/23/08

By Signing below, each of you agrees that this Contract contains your entire agreement
BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

BUYER X Michael Woods Date 7/23/08
 BUYER X _____ Date 7/23/08

Washington Blvd.Rebuilders
1321 S. Washington Blvd.
Camanche, IA. 52730

RIGHT TO REPOSESS

I hereby agree that if I fail to make a payment or any part of any payment on my loan from you, or fail to fulfill any part of my contract with you, you are authorized by me and have the right to take back from me the property described as:

1998 BUICK PARK AVE.
VIN# 1G4CW52K0W4603356

without the necessity of court order or any type of judicial process.

I further agree that if it should become necessary for you to take said vehicle back, you are permitted to do so at any property (public or private) where the vehicle is located.

I also give permission to use any reasonable means to gain entry or open said vehicle without causing any undo damage in the process of taking the vehicle back.

I Understand that should it become necessary for you to take back this vehicle, I may redeem the same by making full payment to you. This payment will include your costs of repossession.

I agree that I will not keep any personal property of any great value in said vehicle during the term of this loan and in the event that I do, I assume full responsibility for any personal property left in the vehicle by myself or other persons.

* I agree that you are not required to give me any notice prior to repossessing said vehicle. My failure to fulfill any part of my contract will serve as my notice.

I understand that I have the right to have this agreement examined by my attorney prior to signing it.

I understand and agree that missing my first payment automatically voids my contract. I understand that if I fail to acquire comprehensive insurance coverage within 72 hours of my purchase or at any time during the term of my loan, allow my insurance coverage to lapse, my loan contract will be void.

Upon any of the above events my vehicle may be repossessed, and all monies paid are forfeited.

Michael Woods

Printed Name

Michael Woods

Signature

Lisa Reuter

Witness

7/23/08

Date

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Buick
VEHICLE MAKE

4CW69
MODEL PARK AVE.

1998
YEAR

1G4CW52K0W4603356
VIN NUMBER

1-001
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



WARRANTY

- ☐ FULL ☐ LIMITED WARRANTY. The dealer will pay 0 % of the labor and 0 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

~~NO
WARRANTY~~

~~NO
WARRANTY~~

- ☐ SERVICE CONTRACT: A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

CUSTOMER SIGNATURE
(Dealer's Option)

Michael Woods
RECEIPT OF ORIGINAL COPY ACKNOWLEDGED

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Buick
VEHICLE MAKE

Century
MODEL

2001
YEAR

264WS52J611217942
VIN NUMBER

1-00-1
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



WARRANTY

- ☐ FULL ☐ LIMITED WARRANTY. The dealer will pay ⁰ % of the labor and ⁰ % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

~~NO
WARRANTY~~

~~NO
WARRANTY~~

- ☐ SERVICE CONTRACT: A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

CUSTOMER SIGNATURE
(Dealer's Option)

[Signature]
RECEIPT OF ORIGINAL COPY ACKNOWLEDGED

PAYMENT POLICY

- All payments are due on or before due date.
- A \$15.00 late fee will be charged On the 3rd day, and \$5.00 every day there after past the due date.
- We reserve the right to repossess any vehicle when payment is 20 days late and your contract will become null and void.
- An extension is \$40.00 you are allowed only 3 per contract. They must be made by due date and are not to be used consecutively .
- You must inform us immediately if you move or have a new phone # . A working phone # is a must.
- There is a \$30.00 fee for all returned checks and all check writing privileges will be revoked.
- If your contract is for \$2,000 or higher you must show proof of full coverage insurance.

Payment starting date: 11/3/08

Amount of payment: 417.00 X 24

Year: 2001 Make: Buick

Model: Century Custom Color: maroon

Vin # 2G4W552J51217942

I agree and understand all terms of the contract and payment policy.

Signature : Michael Woods Date: 10/10/2008

Washington Blvd. Rebuilders
1321 S. Washington Blvd.
Camanche, IA. 52730

RIGHT TO REPOSESS

I hereby agree that if I fail to make a payment or any part of any payment on my loan from you, or fail to fulfill any part of my contract with you, you are authorized by me and have the right to take back from me the property described as:

Buick Century Custom (Maroon)
Vin# 2G4W952J511217942

without the necessity of court order or any type of judicial process.

I further agree that if it should become necessary for you to take said vehicle back, you are permitted to do so at any property (public or private) where the vehicle is located.

I also give permission to use any reasonable means to gain entry or open said vehicle without causing any undo damage in the process of taking the vehicle back.

I Understand that should it become necessary for you to take back this vehicle, I may redeem the same by making full payment to you. This payment will include your costs of repossession.

I agree that I will not keep any personal property of any great value in said vehicle during the term of this loan and in the event that I do, I assume full responsibility for any personal property left in the vehicle by myself or other persons.

I agree that you are not required to give me any notice prior to repossessing said vehicle. My failure to fulfill any part of my contract will serve as my notice.

I understand that I have the right to have this agreement examined by my attorney prior to signing it.

I understand and agree that missing my first payment automatically voids my contract. I understand that if I fail to acquire comprehensive insurance coverage within 72 hours of my purchase or at any time during the term of my loan, allow my insurance coverage to lapse, my loan contract will be void.

Upon any of the above events my vehicle may be repossessed, and all monies paid are forfeited.

Michael Woods
Printed Name

Witness

10/10/2008
Date

Michael Woods
Signature

**Washington Blvd. Rebuilders
1321 S. Washington Blvd.
Camanche, IA. 52730
563-259-0953**

Mike and Terrie Woods
813 15th Ave. S.
Clinton, IA. 52732

07/07/2009

Your vehicle was repossessed on 7/7/2009. The reason we have repossessed your car is because you have not made your payment and also you have broken your contract with us. Our contract states you must make your payment on time and you must have a working phone #.

We have tried to contact you on several occasions and left several messages for you to return our calls which you have neglected to do and now all phones are disconnected.

We have tried to work with you in the past when you have fallen behind and have gone out of our way to help you.

I am informing you that you have 20 days from the date of this letter to make arrangements to pay amounts owed and pick up the vehicle.

If this matter is not resolved within the time allowed we will be forced to sell the car and the remaining balance will be taken to court for a judgment against your house.

Total Amount Due: \$ 9275.00

Balance owed to pick up vehicle:

Car payment \$ 317.00
Repossession fee \$ 400.00
Body Damages \$ 1400.00
Total \$ 2117.00

Sentry Insurance
PO Box 8021
Davenport, IA 52808

DAIRYLAND
AUTO®

July 7, 2009

MICHEAL WOODS
813 15TH AVE S
CLINTON IA 52732

Claim Number: 42A477914-473
Insured: Micheal Woods
Regarding: Micheal Woods
Insured Driver: Micheal Woods
Date of Loss: 06/17/2009

Check # 042275770 has been cancelled. It was issued in error and is not redeemable for cash. A new check has been issued to you and your lienholder, WASH BLVD REBUILDERS, and will arrive in the next few days.

Ben Krueger

Benjamin Carl Krueger
Viking Insurance Co Of Wisconsin
A Member of the Sentry Family of Insurance Companies
800-325-9559 ext. 4595498 or 563-459-5498
563-459-5252 Fax
ben.krueger@sentry.com

cc: WASH BLVD REBUILDERS



Iowa Department of Transportation

Motor Vehicle Enforcement
NOTICE OF COMPLAINT

In order to allow the fastest possible investigation of your complaint, we ask that you:

1. Answer all questions fully and correctly.
2. Include copies of contracts, advertisements, correspondence, proof of payment, etc., that may relate to your complaint.

<u>Amy Nance</u> Your Name	<u>Jim Shores</u> Complaint Against
<u>58 Cedar Heights</u> Address	<u>1321 S. Washington</u> Address
<u>Camanche IA 52730</u> City, State, Zip	<u>CAMANCHE, IOWA 52730</u> City, State, Zip
Home <u>212-9366</u> Work <u>563-243-6600</u> Phone Numbers	<u>259-0953</u> Phone Number

Complete the following information regarding the vehicle involved.

<u> </u> Year	<u> </u> Make	<u> </u> Model	<u> </u> Color
<u> </u> VIN	<u> </u> Plate #	<u> </u> Title #	

Summary of your complaint (use additional paper if necessary). Include dates, addresses, phone numbers, witnesses, etc.):

I BORROWED \$500.00 and the pay Back was \$800.00 and then I BORROWED \$700.00 and the pay Back ~~was~~ ^{was} 1,100

Amy Nance 7-9-09
Your Signature Date

For Internal Use Only

Case No. Date Assigned
Investigator Action Taken

STATE'S
EXHIBIT

10

Date 7/3/08

I Amy NANCE am borrowing \$ 700.00
I will pay back the borrowed amount plus \$ 400.00 for total of
\$ 1100.00 I will make monthly payments of \$100.00 for 10 months they
will be due on the 1st of every month, I understand I will be charged
\$5.00 a day for every day past due. I am giving the title to my mobile home
to be used as collateral until paid in full. Year 78, lot# 58
Vin# 23295.

X Amy Nance Date 7-3-08

Witness Lisa Reuter Date 7/3/08

pd in full
1/26/09

**Washington Blvd. Rebuilders
1321 S. Washington Blvd.
Camanche, IA. 52730
563-259-0953**

July 7, 2009

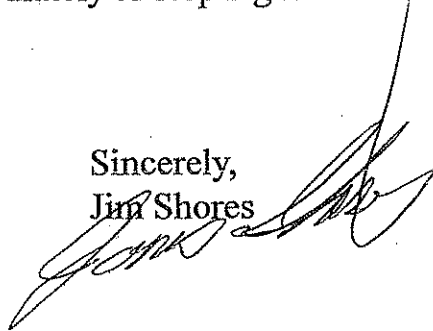
Amy Nance
813 15th Ave. S.
Clinton, IA. 52732

We loaned you money in good faith and you have failed to pay it back. If we don't hear from you within 5 days we will be forced to take you to court.

You have signed a legal contract agreeing to pay back \$ 300.00 by July 1st 2009 and \$100.00 bi-weekly due on June 30th 2009. We have everything we need to file a judgment against you.

Please contact our office immediately to stop legal action.

Sincerely,
Jim Shores

A handwritten signature in black ink, appearing to read 'Jim Shores', is written over the typed name. The signature is stylized with a long, sweeping line extending upwards and to the right.



Iowa Department of Transportation

Motor Vehicle Enforcement
NOTICE OF COMPLAINT

In order to allow the fastest possible investigation of your complaint, we ask that you:

1. Answer all questions fully and correctly.
2. Include copies of contracts, advertisements, correspondence, proof of payment, etc., that may relate to your complaint.

Bridgette Ebersohl
Your Name

Jim Shores
Complaint Against

511 9th Ave. So.
Address

1321 S. Washington St
Address

Clinton, IA 52732
City, State, Zip

CAMANCHE IA 52730
City, State, Zip

Home 563-559-0135 Work
Phone Numbers

259-0953
Phone Number

Complete the following information regarding the vehicle involved.

Year

Make

Model

Color

VIN

Plate #

Title #

Summary of your complaint (use additional paper if necessary). Include dates, addresses, phone numbers, witnesses, etc.):

I Bridgette @ has got a number of loans from Jim Shores to borrow \$200 it is 300 to pay ~~back~~ back and on more than one time he has told my mom he was going to take car if she more than a day late so I would make her payments so she could keep her car

Your Signature

Date

For Internal Use Only

Case No.

Date Assigned

Investigator

Action Taken

STATE'S
EXHIBIT

PR1215 112-0015

11

the last loan was
for 400 he charged me
700 to pay back and
he charges 5 dollars a day
~~for every day~~
if your late

Bridge

THOMAS J. MILLER
ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION



Address Reply To:
Hoover Bldg., 1305 E. Walnut
Des Moines, Iowa 50319
Telephone: 515-281-5926
Toll Free: 888-777-4590 (In Iowa)
Fax: 515-281-6771
www.iowaAttorneyGeneral.org

Department of Justice

July 28, 2010

Richard W. Farwell
Farwell & Bruhn
343 Fifth Avenue South
Clinton, IA 52732

RE: James Shores and
Washington Blvd. Rebuilders

Dear Mr. Farwell:

I am writing regarding the State of Iowa's ongoing effort to seek full compliance with the subpoenas served upon James Shores and Lisa Reuter in connection with our investigation of Mr. Shores' auto sales and financing business. Pursuant to your last telephone message, it appears your client continues to allege that the documents supplied in response to the civil subpoenas cover all responsive documents in his possession.

The documents produced in response to the State's subpoenas included 164 repair invoices, 38 vehicles titles showing Mr. Shores or his business as holding a security interest, 3 Buyers' Guides, and 7 affidavit of disclosure documents.

Missing from his response were copies of any documents reflecting the sales of the 38 vehicles to consumers, such as sales receipts or invoices and any documents relating to the loans he made to the consumers concerning the purchases. Also missing are any documents relating to at least 20 other vehicles records we've obtained from other sources show he sold, financed or repossessed during the time period covered by the subpoenas. In addition, he produced no records of payments by consumers on these dozens of vehicles. It stretches the imagination to believe that the missing documents do not exist. If that is the case, it means that he sold vehicles with no invoices or sales receipts and made loans with no lending contracts, or that he did not retain the documents.

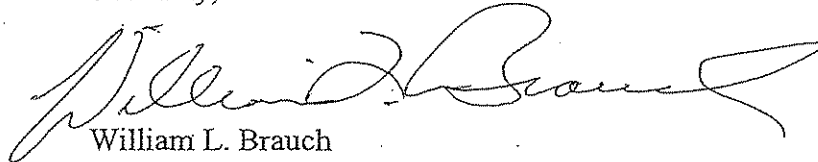
Finally, information from witnesses makes it clear that Mr. Shores was operating a vehicle sales business as he and his staff were regular visitors to the Clinton County Treasurer's office during the relevant period filing documents relating to vehicles sold, financed or repossessed by Mr. Shores.



Mr. Richard K. Farwell
July 28, 2010
Page 2

This correspondence is a final attempt on the part of this office to obtain the full and complete response to the States' subpoenas before we file an Application to Enforce the Subpoenas in Polk County District Court pursuant to the authority of this office under 2009 Iowa Code Supplement section 714.16(6). Please be advised that there will be no further notice from this office prior to the filing of that Application to Enforce. Please note that I will be out of the office from July 28 through August 6. If you need to communicate with our office during that time period, please contact Assistant Attorney General Jessica Whitney. Her direct number is 515-281-6386. Her e-mail address is Jessica.Whitney@iowa.gov. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William L. Brauch", with a stylized flourish at the end.

William L. Brauch
Special Assistant Attorney General
Director-Consumer Protection Division